

20095 #105 05-00
Execution Draft

AGREEMENT

BETWEEN

CAPE MAY COUNTY Board of Chosen Freeholders

CAPE MAY COURT HOUSE, NEW JERSEY,

AND

LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES

OF CAPE MAY COUNTY, NEW JERSEY

X FOR THE PERIOD JANUARY 1, 1988 THROUGH DECEMBER 31, 1990

4/20/88

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PREAMBLE

This Agreement, entered into this 26th day of April, 1988, by and between THE COUNTY OF CAPE MAY, in the County of Cape May, New Jersey (hereinafter called the "County"), and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO (hereinafter called the "Union"), represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE ONE

PURPOSE

This agreement is entered into in accordance with the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the County and its employees; to prescribe the rights and duties of the County and its employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the peoples of the County of Cape May and its employees and the County.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the various departments of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated January, 1972 (Docket No. R0-369), the County recognizes the Union as the sole and exclusive representative of all those certain employees of the County of Cape May covered in the aforementioned certification and as more particularly enumerated by job titles in Appendix A attached hereto and made a part hereof, for the purpose of collective bargaining negotiations concerning salaries, wages and other terms and conditions of employment. In addition, the job titles, more particularly enumerated in Appendix B annexed hereto and made a part hereof, are hereby specifically excluded from the within bargaining unit. It is the intention of this Agreement to specifically exclude employees of the Cape May County Sheriff's Department represented by the Policemen's Benevolent Association Local No. 59, County Investigators and Detectives represented by the Police Benevolent Association, Local No. 59, employees of the Cape May County Probation Department represented by the Cape May County Probation Officers Association, employees of the Cape May County Court represented separately by Local No. 1983, Civil and Public Employees of Cape May County, New Jersey, International Brotherhood of Painters

and Allied Trades, AFL-CIO, employees of the County Welfare Board represented by The United Independent Union, employees of Cape May County Mosquito Commission, represented separately, elected officials, members of boards and commissions, confidential employees, and managerial executives within the meaning of the Act.

ARTICLE THREE
MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its employees;

2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;

4. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments; and
9. To exercise complete control and discretion over the organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. The County agrees to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to the New Jersey Department of Personnel Reclassifications, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

D. The County agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

ARTICLE FOUR

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired New Jersey Department of Personnel permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency, provided however, the hours of employment must equal or exceed 20 hours per week.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee. The term "grievance" shall

only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Department of Personnel because not greater than five (5) days. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

Anniversary date - For the purpose of the computation of Longevity Pay, anniversary date shall be defined as January 1 of the year of initial employment with the County.

J.T.P.A. employee - means persons who are hired to fill positions funded by the Federal Job Training Partnership Act.

ARTICLE FIVE

GRIEVANCE PROCEURE

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff, and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by an employee or by the Union.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

- (a) Disciplinary matters where the penalty imposed on the employee is three (3) days suspension or less are not grievable or subject to appeal by an employee.
- (b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.
- (c) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

B. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute an action under the provisions hereof by submitting his grievance in writing within five (5) working

days after the occurrence upon a form provided by the Union and to the Shop Steward, who in turn shall forthwith file (1) copy with the County's Personnel Officer and one (1) copy with the immediate Supervisor of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate Supervisor for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with this grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

(c) Where the employee has no immediate Supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Supervisor, the employee may appeal his/her grievance to the Department Head (or his/her representative) within five (5) working days following receipt by the employee of the written determination by the Supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Department Head.

(b) The Department Head, or his or her representative, shall render a written decision within ten (10) working days from his or her receipt of the grievance. Failure to render such written decision within the time period shall be deemed a denial of the grievance.

Step Three:

In the event that the grievance has not been resolved at Step Two, the employee may, within ten (10) working days following receipt by him or her of the determination of the Department Head, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the grievance definition stated in ARTICLE FOUR of this agreement.
- (c) The decision of the arbitrator shall be final and binding upon the parties.
- (d) The costs of the services of the arbitrator shall be borne equally by the County and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this agreement between the County and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder, except for disciplinary matters.

C. Union Representation in Grievance Procedure.

1. The Shop Steward may be present and participate in the grievance procedure at Step One.

2. The Business Agent of the local Union may participate in the grievance procedure at Step Two and at all steps subsequent thereto.

3. The International Representative of the Union and any other Union personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step Three and at all steps subsequent thereto.

4. The County agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, by the Department Steward in whose department the grievance arose, and by any employee whose attendance at such hearing is material and who participates at the hearing.

5. At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

6. The parties agree that disciplinary actions where the penalty imposed is a three (3) day suspension, or less, or where the penalty permits an appeal to the New Jersey Department of Personnel are not subject to the Grievance Procedure.

7. The following understandings have been agreed upon regarding an experimental agreement to create a Labor-Management Committee.

The effectiveness and furtherance of the delivery of public service by the County requires a cooperative effort between labor and management.

The parties recognize that a cooperative approach between employees and supervisors at the various departments of County government is essential to the solution of problems affecting them.

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than three (3) representatives of each party which shall meet periodically but not less than once in each six (6) month period for the

the purpose of discussing issues which relate to employee performance and employee morale.

Appropriate subjects, among others, which the Labor-Management Committee might consider include: quality of employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangements; absenteeism and overtime; and unresolved grievances.

The Labor-Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article Three of this Agreement.

The parties' agreement to create this Labor-Management Committee is based upon their mutual understanding that it is experimental. Therefore, the County and/or the Union each reserve the right to discontinue the Labor-Management Committee if either party believes it is not promoting positive relations between the parties.

ARTICLE SIX

SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous employment with the County from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Department of Personnel as a County employee.

D. With the exception of employees employed in the County Parks who are not New Jersey Department of Personnel employees, the County shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

E. For employees employed in the County Parks, the County shall utilize experience, ability, aptitude, qualification, attendance and physical condition as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

F. The selection of the employee (under subparagraphs D and E above) to be promoted shall be made by the County in conformity with the New Jersey Department of Personnel Regulations and State Law.

G. The County shall mail or hand deliver to the Union Business Representative at his office address to be supplied to the County by the Union, copies of all Job Opportunity Bulletins, the New Jersey Department of Personnel Test Notifications, and all other correspondence, notices or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within 72 hours of receipt or transmittal of same.

ARTICLE SEVEN

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions

or assisting in the adjustments of grievances. When the Union decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County government or normal duties of employees. There shall be no Union business transacted nor meeting held on County time. Subject to such Rules and Regulations as may presently be in effect or may hereafter be made by the County through its Director of Building and Grounds, the Union may request and the County agrees to provide facilities for the Union to conduct meetings during off-duty hours.

B. One Shop Steward may be elected in each department, division or shift, whichever is applicable, to represent the Union in grievances arising in his or her department, division or shift, whichever is applicable, with the County. Each department shall elect its Steward and the Union shall furnish the Board of Chosen Freeholders with a list of Stewards. There shall be one Chief Steward who shall be elected by the Committee of Stewards.

C. The County and the Union acknowledge and agree that from time to time Union Officers and Stewards may be required to perform essential Union duties. Accordingly, the County agrees to give time off the job with pay for Union Officers and Shop Stewards performing essential Union duties; such time shall not exceed two (2) hours during any one day. The Union agrees to take all steps necessary to insure that this time is within reasonable limits. When such requirement exists, the employee shall notify his/her Department Head or his/her Supervisor of the duty which must be performed, the location of its performance and the estimated time required.

ARTICLE EIGHT

HOURS AND OVERTIME

A. "Forty Hour Workers" -

1. Roads and Bridges; Buildings and Grounds; Airport Maintenance.

a. For all non-clerical employees in the above departments, the basic work week shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day, such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

b. Employees shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, and for all hours worked on Saturday or Sunday. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

c. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time must be utilized within the calendar year earned.

2. County Parks; All Crest Haven employees; County Jail; Bridge Tenders; Security Personnel; JINS Shelter; and Fare Free Transportation.

a. For all non-clerical employees in the above departments, the basic work week shall be eight (8) hours per day, forty (40) hours per week, five days per week, which may be scheduled Monday through Sunday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day, such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

b. Employees shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee working in excess of eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

c. County Park Commission Employees shall normally work five (5) days in a seven (7) day period and every effort shall be made to provide such employees with two (2) consecutive days off during the seven (7) day period.

d. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider

requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time must be utilized within the calendar year earned.

3. County Library.

a. For all County Library employees, the basic work weeks shall be eight (8) hours per day, forty (40) hours per week, five days per week, which may be scheduled Sunday through Saturday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day, such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

b. County Library employees shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. These employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee working in excess of eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

c. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up

to a maximum of forty (40) hours per year. Such compensatory time must be utilized within the calendar year earned.

B. "All Other Employees" -

1. For all other employees, the basic work week will be from 8:30 a.m. to 4:30 p.m., with one hour for lunch, Monday through Friday. The time taken for meals shall not be utilized in computing the employee's hourly rate.

2. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the straight time rate. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

3. The employee shall have the option of receiving payment in cash or compensatory time off the hours worked in excess of the normal work day, up to eight (8) hours per day. In all cases where eight (8) hours per day have been exceeded, the payment will be made in cash or compensatory time, at the discretion of the County, for the period exceeding eight (8) hours.

4. Compensatory time must be utilized within the calendar year earned. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per calendar year.

5. Overtime shall be distributed as equitably as possible in accordance with departmental work rules.

ARTICLE NINE

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three Personal Leave Days |
| 8. Labor Day | |

In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours worked on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half day at the above-prescribed rate.

In addition, employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY-ONE.

C. For employees working a five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day work week as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the County upon prior request of the employee submitted to the Director of his or her department. Said request shall be granted, at the discretion of the Department Director, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year.

E. Seasonal employees do not get paid for holidays unless they actually work on the holiday. Seasonal employees do not earn vacation, sick leave, or personal leave days.

F. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year is fourteen (14) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3).

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence.

ARTICLE TEN

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) working days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her entire vacation period specified in Paragraph "A" above on January 1 of said year.

D. Permanent part-time employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year is twelve (12) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

ARTICLE ELEVEN

HEALTH BENEFIT PROGRAM

The County shall provide a Health Benefit Program which shall include the following coverages or their equivalent:

A. The County will continue to provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (Series 1420) Program Benefits and Major Medical Program Benefits as generally described in booklets published by Blue Cross and Blue Shield of New Jersey, which summarize the benefits and essential features of the Programs. These booklets are not contracts. They contain only a general description of employee benefits under the Hospitalization and Major

Medical Programs. These benefits are subject to the terms, conditions and limitations of the Master Contract issued to Cape May County by Hospital Service Plan of New Jersey (New Jersey Blue Cross Plan) and Medical-Surgical Plan of New Jersey (New Jersey Blue Shield), and to the provision of the applicable State Laws. The above coverage provides for a Mandatory Ambulatory Surgery Program with payments reduced by twenty (20%) percent for non-compliance.

As soon as practicable after the signing of this Agreement, the County will begin to provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (PACE Program) Benefits and Major Medical Benefits.

B. Until the PACE Program referred to above is implemented, the County will continue to provide the current Major Medical coverage which provides for 100% coverage after an initial \$100.00 deductible with a maximum of \$50,000.00.

Upon implementation of the PACE Program, the County will begin to provide an unlimited maximum on Major Medical coverage after an initial \$200.00 Individual Deductible/\$400.00 Aggregate Deductible with 80% Co-Insurance up to \$2,000.00.

C. The County shall continue to provide eye care coverage for all employees and their dependents covered under this Agreement.

D. The County shall continue to provide a Prescription Insurance Plan (\$2.50 Co-Pay) for all employees and their dependents covered under this Agreement. Effective upon the signing of this Agreement, the Prescription Insurance Plan shall become \$3.00 Co-Pay with an alternate \$1.00 Co-Pay for Generic Drugs.

E. The County shall continue to provide a disability coverage insurance plan with benefits as currently provided. As soon as practicable after the signing of this Agreement, the County will increase the benefits provided for

under the disability plan for \$30.00 per week to \$90.00 per week for a period of thirteen (13) weeks.

F. The County shall provide each employee with life insurance coverage in the amount of \$5,000.00.

G. The County shall provide a Full Family Dental Care Plan.

H. The County agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the term of this Agreement.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees until the death of an employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

J. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's Health Benefit Program set forth above.

K. The County reserves the right to review and change the Health Benefit Insurance Coverages set forth above during this contract as long as the level of coverage provided is comparable.

L. In the event an employee undertakes drug or alcohol rehabilitation under the County's health care benefit plan, the employee may apply for a Leave of Absence and such leave will not be unreasonably denied.

ARTICLE TWELVE

SICK LEAVE

Section A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his department head or supervisor shall be notified no later than thirty (30) minutes after employee's starting time. Each employee at the Crest Haven Nursing Home on shift work shall provide the required notice prior to commencement of his or her shift. Each employee at Fair Free Transportation shall provide the required notice as soon as possible (including the prior evening) but at least one (1) hour prior to the commencement of his/her shift.

a. Failure to so notify his department head or supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section D. Verification of Sick Leave.

(a) An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the County and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
2. The County may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

(c) The County may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

Section E. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum payment of \$12,000.

Section F. Part-Time Sick Leave.

Part-time employees receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation, sick leave, or personal leave days that have been earned and used are included in the seventeen (17) day total referred to above.

ARTICLE THIRTEEN

DISABILITY LEAVE AND MATERNITY LEAVE

A. Disability Leave

Whenever an employee classified under New Jersey Department of Personnel Regulations is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a County-designated physician or physician acceptable to the County, he or she shall be granted, in addition to his or her annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

During the period in which full salary or wages of an employee on disability leave is paid by the County, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County by the insurance carrier or the employee.

Whenever the County-designated physician or the physician acceptable to the County shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he or she remains on the payroll.

B. Maternity Leave

(a) Permanent employees covered by this contract shall be entitled to pregnancy - disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

(b) Pregnancy - disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the County of Cape May.

(c) The County of Cape May may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

(d) An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes, however, the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy - disability.

ARTICLE FOURTEEN

SALARIES AND COMPENSATION

Since January 1, 1985, the wage guide used for the purposes of employee salaries has no longer been in effect. Therefore, no employee shall receive any increment or step advancement. The County shall establish wage ranges for all employee classifications hereunder and all employees wages shall be within the range. The parties agree that employees covered hereunder shall receive additional compensation as follows in each of the following years:

1988

Effective January 1, 1988, each employee's base salary as of December 31, 1987, shall be increased by five and one-quarter (5 1/4%) percent.

1989

Effective January 1, 1989, each employee's base salary as of December 31, 1988, shall be increased by five and one-quarter (5 1/4%) percent.

1990

Effective January 1, 1990, each employee's base salary as of December 31, 1989, shall be increased by five (5%) percent.

B. In order to be entitled to the annual wage increase, employees must be employed prior to September 1 of each year of this contract. Employees employed after September 1 of any such year shall not be entitled to a wage increase on January 1 following employment, but shall first be entitled to wage increases on the next succeeding January 1.

C. Employees shall be paid a minimum of three (3) hours at time and one-half when they are called from home after regular work hours. If the emergency work is on a holiday, the minimum pay hours specified will be in addition to any holiday allowance to which the employee is entitled. This

minimum call-in pay does not apply when work extends into the regular work hours. Under such circumstances, employees are paid for the actual time worked prior to their regular starting time and then for all regular hours worked.

D. An employee called at home and asked to perform emergency work will proceed to his reporting center. The employee will receive Two (\$2.00) Dollars personal car allowance for each completed emergency call in addition to the pay for the emergency work. This personal car allowance for emergency work shall not apply when work extends into the employee's regular work hours.

E. At the County's discretion the County may direct and designate Health Inspectors to be available and on call outside of their scheduled work week. These on-call assignments shall be for periods of one week. These Health Inspectors shall be immediately and readily available to perform any assigned duty, before or after their regular work schedule, during the one week period. When such a system is implemented, all Health Inspectors will be assigned such on-call responsibility on a rotation basis. Each Health Inspector shall have one page for his/her disposal for the one week scheduled period. For each assigned week of on-call duty, the assigned Health Inspector will be entitled to take two compensatory days off which shall be taken during a period beginning on or after September 15 and ending before May 15. Notwithstanding other provisions of this contract and the County policy against the carryover of compensatory time in each calendar year, compensatory time earned pursuant to this Article can be carried over into the next succeeding calendar year and taken prior to May 15 of that year as provided above, and employee may elect to take cash in place of this compensatory time off.

ARTICLE FIFTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the second day following interment. Funeral Leave is for the purposes of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

B. Immediate family, for the purpose of this Article, shall be defined as husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren or relatives of the employee residing in the employee's household.

C. Request for funeral leave shall be subject to the approval of the Department Head. Such approval shall not be unreasonably denied.

D. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess of those provided in Paragraph A hereof, to sick leave.

ARTICLE SIXTEEN

TEMPORARY ASSIGNMENT PAY

Both parties agree that payment under this Article should be made in accordance with the following principles. Both parties agree that employees should receive compensation appropriate for the work actually performed where same is needed to be performed. Both parties further agree that employees should not, without authorization, unilaterally assume the work of higher titles in order to generate higher compensation for themselves. Accordingly, both

parties agree that employees shall be compensated when, in accordance with the above principles, they perform work in a title having a higher rate of pay for a period in excess of three (3) consecutive, full days or three (3) full days during any pay period. In such event, the employee shall be paid for hours involved at the minimum salary in the new range but in no event less than his current salary.

The temporary assignment pay provided for above shall not apply to the following circumstances:

(a) During periods of emergencies, i.e. matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

(b) When employees are assigned to jobs having a higher rate of pay for training purposes, temporary assignment pay will not apply.

In determining the validity of requests for temporary assignment pay, the New Jersey Department of Personnel Job Description for the higher title will be the basic criteria used.

ARTICLE SEVENTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County for employees who were employed prior to August 13, 1985. The longevity plan is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service--2 percent longevity based upon employee's base salary.
2. Ten (10) years of service--4 percent.
3. Fifteen (15) years of service--6 percent.
4. Twenty (20) years of service--8 percent.

5. Twenty-five (25) years or more of service--10 percent.
6. Thirty (30) years or more of service--12 percent.
7. Forty (40) years or more of service--14 percent.

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

D. The parties agree that the County shall not provide a longevity plan to employees hired after August 13, 1985. The above longevity plan shall only apply to employees hired prior to August 13, 1985. The intent of the parties is to provide for the "grandfathering" of longevity for present employees of the County.

ARTICLE EIGHTEEN

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement. Employees with the title "Head Nurse" shall receive an additional allowance of \$10.00 per tour when assigned as "In Charge Nurse" at Crest Haven.

ARTICLE NINETEEN

UNIFORMS

A. Uniforms will be provided during the year to those employees who are required by the County to wear the given uniforms, in accordance with past practice. The County will further see that each employee is properly measured for the said uniforms. Effective January 1, 1988, the County will supply to those employees who are required by the County to wear uniforms, a minimum of

two summer uniforms and two winter uniforms. Employees required to wear uniforms shall be subject to discipline for their failure to wear said uniform so long as the employees receive said uniforms.

B. In lieu of being supplied with uniforms, all Crest Haven employees and Public Health Nurses shall receive an annual clothing allowance of \$185.00. Effective January 1, 1989, all Crest Haven employees and Public Health Nurses shall receive an annual clothing allowance of \$195.00. Effective January 1, 1990, all Crest Haven employees and Public Health Nurses shall receive an annual clothing allowance of \$205.00. In the event an employee terminates employment during the calendar year, the employee shall be charged back for any unearned uniform allowance on a pro-rated basis.

C. Foul weather gear will be provided for those employees who require such gear.

D. Safety shoes meeting OSHA standards shall be worn by roofers. The County shall reimburse these roofers for the purchase of two pairs of such shoes per year at a flat rate of \$40.00 per pair upon submission by the employee of a paid receipt for safety shoes meeting OSHA standards as evidenced by attachment of the OSHA trademark attached to the receipt.

ARTICLE TWENTY

BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "Union Bulletin Boards." These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article. Bulletin boards shall be placed immediately adjacent to the time clocks for the respective departments.

ARTICLE TWENTY-ONE

WORK RULES

It is acknowledged that the County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. If it is alleged that any such rule and regulation is contrary to this Agreement then the Union may grieve with reference to same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

The County shall serve a copy of each set of work rules upon the Union by personally delivering same to the Business Representative at his office, the address of which shall be supplied to the County by the Union.

The County may adopt new and additional rules and regulations or may modify those which have been promulgated as part of the updating of rules and regulations as provided for hereunder. Such rules and regulations or modifications thereto shall be posted or otherwise disseminated no later than five (5) days prior to their effective date, except in those cases where an emergency exists as declared by the Department Head.

Copies of all departmental work rules or modifications shall be supplied to each departmental steward.

ARTICLE TWENTY-TWO

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from

his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the County to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the New Jersey Department of Personnel Regulations .

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE TWENTY-THREE

NON-DISCRIMINATION

A. There shall be no discrimination by the County or the Union against an employee on account of race, age, color, creed, sex, national origin, political affiliation, or handicapped status.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

ARTICLE TWENTY-FOUR

DEDUCTIONS FROM SALARY

A. The County agrees to deduct from the salaries of its employees subject to this agreement, dues for the Union. In addition, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, effective July 1, 1980, the County agrees to deduct from the salaries of its employees subject to this agreement but not members of the Union a representative fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by the members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies, together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County, written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County or resulting from the County's deduction and payment to the Union of its representation fee in lieu of dues as provided for above.

D. In the monthly report to the Union office specified in Paragraph A above, the County shall provide, inter alia, the following:

1. An accurate list of all employees terminating their employment during the previous thirty (30) days.

2. A list of all employees commencing a leave of absence during the previous thirty (30) days.

ARTICLE TWENTY-FIVE

SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-SIX

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this

agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE TWENTY-SEVEN

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1988 to December 31, 1990. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

LOCAL NO. 1983
CIVIL AND PUBLIC EMPLOYEES OF
OF CAPE MAY COUNTY, NEW JERSEY
INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES
AFL-CIO

BY: Mary E. Kozanich

ATTEST: Mary C. Lepak

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

BY: Ralph W. Evans
Director

ATTEST: Shirley E. Ruppel
Clerk of the Board